

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RAY MILLAR,

Plaintiff,

-against-

THE CITY OF NEW YORK, SGT. RICHARD
GARCIA, Shield No. 2522, P.O.s "JOHN" and "JANE
DOE" #1-10, Individually and in their official capacities,
(the names "John" and "Jane Doe" being fictitious, as the
true names are presently unknown), and FEDERATED
DEPARTMENT STORES INC.,

Defendants.

X
**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

07 CV 8229 (RPP)

WHEREAS, plaintiff commenced this action by filing a complaint on or about September 21, 2007, alleging that defendants violated his constitutional rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the plaintiff and defendants now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. This above-referenced action, including all cross-claims, is hereby dismissed with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraphs "2" and "3" below.

2. Defendant City of New York hereby agrees to pay plaintiff Ray Millar the total sum of TEN THOUSAND DOLLARS (\$10,000) in full satisfaction of all claims, including

claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the City of New York and to release the individually named defendant Richard Garcia, and any present or former employees or agents of the New York City Police Department and the City of New York, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. The plaintiff and Macy's have resolved this action by a separate confidential settlement agreement."

4. Plaintiff shall execute and deliver to City defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraphs "2" and "3" above and an Affidavit of No Liens and Confidentiality and Lien Hold Harmless Agreement.

5. Nothing contained herein shall be deemed to be an admission by the City of New York and Macy's that it has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

7. This Stipulation and Order contains all the terms and conditions agreed

upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York

~~June~~ 2008
July 7, 2008

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By:

SO ORDERED:

U.S.D.J.

Thomas A. Catalano
By: Thomas A. Catalano (tc-4625)
Attorneys for Defendant Macy's Inc.
(f/k/a Federated Department Stores, Inc.)